



LAW OFFICE OF

Jordan TraVaille Hoffman, P.C.

"Balancing the Scales of Justice"

REPRESENTATION AGREEMENT

January 24, 2019

Re: CHAPTER 13 BANKRUPTCY

Ms. Heidi Brown-Polk
932 E. 46th St.
Chicago, IL 60653

Dear Ms. Polk:

This letter constitutes our agreement for representing you in the above-referenced matter. Please read it carefully and call us if you have any questions about it. Feel free to discuss it with your regular business lawyer if you like. If you find this agreement acceptable, please sign a copy of this letter and return it along with your retainer to us. That will initiate our representation of you.

Rates

The fees for service will be a flat rate of \$4,000.00 for attorney's fees plus \$310.00 for the Bankruptcy Clerk's filing fees and \$35.00 for a bankruptcy credit report fee which must be paid prior to the filing, which is done electronically. \$1,500 shall be paid initially toward attorney's fees with the balance paid through the debtor's chapter 13 plan.

Costs

In addition to the rates described above, you also will pay out-of-pocket costs incurred in your case, if any. The costs might include: credit report, postage, photocopies, appraisals, broker's price opinions, IRS tax transcripts, long-distance telephone calls and faxes, computer research time, process servers, court filing fees, court reporters, witness fees, out-of-town travel, experts and investigators. We will not hire experts or investigators unless you agree that they should be hired and that you will pay (directly) for their services.

Scope of Service

We will be representing your interests regarding the reorganization of your debts pursuant to Chapter 13 of the United States Bankruptcy Code. This service includes preparing your petition, schedules, statement of financial affairs and intentions and the preparation of Chapter 13 Plan of Repayment/Reorganization, preparing a means test analysis, negotiating with secured creditors to reduce to market value; exemption planning; preparation and filing of disclosure statements and applications as needed, preparation, filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods. It also includes answering your questions about the bankruptcy process and procedure as well as attending the 341 Meeting of the Creditors and making any amendments as required by the Trustee. Amendments to Schedule's D or F requires an additional filing fee based upon the schedule published by the United States Bankruptcy Court and depending on the time involve may involve a nominal administrative fee to this office.

Client Duties

You, as the clients, agree to tell us the truth, to keep us advised of your address and telephone numbers, to cooperate in the preparation of the case, to appear on reasonable notice for court appearances and meetings, to pay our bills on time, and to comply with all reasonable requests made of you in connection with the preparation and presentation of this matter with us.

2711 E. New York Street, Suite 205 • Aurora, Illinois 60502 • (888) 958-4529 PH & FAX
jthoffmanlaw@gmail.com

Certain Debts Not Dischargeable

You acknowledge that debts related to claims arising out of occurrences in which a person is injured as a result of debtor having been intoxicated or under the influence of alcohol or drugs; educational or student loans; claims or obligations in the nature of domestic support and the underlying legal fees related to those claims as well as certain government obligations, including but not limited to personal income taxes and penalties levied by a local, state or federal unit of government are not dischargeable in bankruptcy.

Scope of Representation

The provisions of this agreement shall apply only to the matter referenced above and, unless otherwise specifically provided, our representation of you shall be for those purposes only and specifically excludes litigation in a bankruptcy proceeding called an Adversarial Proceeding, Representation in any dischargeability actions, judicial lien avoidances, relief from stay actions or the attendance at deposition or Bankruptcy Rule 2004 Examination or the filing of Motions to Recover Property, Motions to Reopen, Motions to challenge the validity of liens, including objections to claims which lead to extensive litigation or any proceedings pursuant to an audit by the United States Trustee and our office reserves the right to charge for such services based upon the prevailing hourly rates but not less than \$250.00 for out of court time and \$300.00 for in court time.

Discharge and Withdrawal

You have a right to discharge us as your attorneys at any time. We have a right to seek permission from the court to withdraw as your attorneys if you misrepresent or fail to disclose a material fact to us; if you fail to follow our advice; if you fail to make payments as required by this agreement; or if you demand that we do something unlawful or unethical.

Confidentiality

Communications with us concerning your case are generally confidential and are protected from disclosure under attorney-client privilege rules. This privilege is not absolute, and we may be required to reveal information if necessary to prevent crime or fraud. Your privilege of confidentiality can also be lost if you discuss our communications with other persons. If the court is asked to decide the issue of attorney's fees in this case, this agreement may be disclosed to the court. If, at any time, you have questions about confidentiality, please call us to discuss it.

We look forward to working with you on this case. We welcome and encourage your input and suggestions.


Sincerely yours,

The Law Office of Jordan TraVaille Hoffman

Jordan T. Hoffman


Accepted and agreed:

Date: 1/24, 2019.


Heidi Brown-Polk